

## City of Shreveport



### REQUEST FOR PROPOSALS

(RFP) #09-800

#### Management of Stoner Sport Marina

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**NOTE: All items listed in Part V must be submitted with your proposal**

Index of reference items **not** included herein that is incorporated by reference with the same force and effect as if set forth in full text. Should any of these be in conflict with those listed herein, the more stringent will apply.

The General Contract Clauses (**Section 20**), the Standard Instructions/Conditions for Request for Proposals (**Section 30**) and the Fair Share Program Requirements/Forms (**Section 40**) will no longer be printed in full text in solicitations issued by the City of Shreveport (hereinafter the "City"), but will be incorporated by reference as shown in the City's book of Standard Solicitation Instructions / Provisions and General Contract Clauses. **If you do not have a copy of these, you may download from our web site: [www.shreveportla.gov](http://www.shreveportla.gov) (click on Bids & RFPs) or pick one up in Suite 610 at Government Plaza or fax a request to (318) 673-5408.** If you do not have a computer, you may want to use one of the public use computers that are available at the Shreve Memorial Library or at most any library branches in your area.

Revised 12-9-08

#### EXHIBITS

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\*Required for all RFPs

# CITY OF SHREVEPORT-PURCHASING DIVISION

P.O. BOX 31109 SHREVEPORT, LOUISIANA 71130-1109 • Suite 610, 505 TRAVIS SHREVEPORT, LA 71101-3042  
Phone 318/673-5450 web site: [www.shreveportla.gov](http://www.shreveportla.gov) Fax 318/673-5408

January 9, 2009

RFP NUMBER: 09-800

**MUST BE RECEIVED NOT LATER THAN 3:00 P.M. (Local Time) ON: February 5, 2009**

PROPOSAL TITLE: Management of Stoner Sport Marina

You are invited to submit proposals in accordance with the requirements of this solicitation which are contained herein.

In order for your proposal to be considered, it must be received in the Purchasing Office not later than the date and time as listed above. Proposals received by the Purchasing Office after the time specified will be documented and then returned to the Offeror unopened. Due to the possibility of negotiation with all Offerors, the identity of any Offeror or the contents of any proposal will not be public information until after the contract award is made. Proposals and modifications received in response to this Request for Proposals shall be time stamped upon receipt and secured in the Purchasing Division until the established due date. Attendance by the submitter on the established due date is unnecessary, because submittals will be opened at a later time in the presence of a procurement employee or selection committee member.

The proposals must be signed by an official authorized to bind the Offeror, and it shall contain a statement to the effect that the proposal is firm for a period of at least 120 days from the closing date for submission of proposals. **Proposals must be submitted using the envelope format as provided in this solicitation document in a sealed opaque envelope/container showing the above proposal title, number, opening date, time of opening and appropriate license number(s) on the outside of the envelope or if a sealed container is used, then all this information shall be shown on the top of the container. The City does not accept faxed responses. The City only accepts electronic responses for IFBs and RFQs. Go to BidSync.com for more information on this.**

All submittals (see Part V, Submission Requirements) received in response to this Request for Proposals will be rated by the City's Selection Committee, based upon the Evaluation Criteria as listed in Part IV. If the best Offeror is clearly identified from the point summary, there will not be a need for oral presentations. If not, then an oral presentation from a minimum of two (the highest rated) firms shall be required.

This solicitation does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to waive informalities, to negotiate with all qualified Offerors, or to cancel in part or in its entirety this proposal, if it is in the best interest of the City to do so.

City of Shreveport

Tom Mattox, CPPO, C.P.M.  
Purchasing Agent

**Important- If you consider the specifications as restrictive or have a problem with this document please contact the Purchasing Agent at least five days before the proposal opening at (318) 673-5457**

## PART I

### GENERAL INFORMATION

- 1.0 Proposals will be considered as specified herein or attached hereto under the terms and conditions of this proposal.
- 2.0 Proposals must be made in the official name of the firm or individual under which business is conducted (showing an official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
- 3.0 Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
- 4.0 It is up to you to make sure that all the information requested is returned to us by using the envelope format shown in this package.
- 5.0 **One clearly identified original and five (5) copies of your proposal are required.**
- 5.1 Paper proposals are to be mailed to:
  - 5.1.1 City of Shreveport
  - 5.1.2 Office of the Purchasing Agent
  - 5.1.3 P.O. Box 31109
  - 5.1.4 Shreveport, LA 71130-1109
- 5.2 Hand deliver and/or Express mail to:
  - 5.2.1 City of Shreveport
  - 5.2.2 Office of The Purchasing Agent
  - 5.2.3 Government Plaza-Suite 610
  - 5.2.4 505 Travis Street
  - 5.2.5 Shreveport, LA 71101-3042
- 5.2.6 Offerors who desire to receive a copy of the Statement of Award must include a self-addressed stamped envelope.
- 6.0 **QUESTIONS**
- 6.1 Offerors requiring additional information may e-mail or fax their questions so that they will be received at least five (5) working days prior to proposal opening to:
- 6.2 E-mail: [pamela.sanchez@shreveportla.gov](mailto:pamela.sanchez@shreveportla.gov) Pam Sanchez, Senior Buyer, FAX: (318) 673-5408.
- 6.3 Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all Offerors via an amendment.

## Part II

### 1.0 INTRODUCTION

- 1.1 The City of Shreveport, Louisiana is seeking a firm experienced in managing restaurants, catered events, and marina operations to manage the Stoner Sport Marina located on the Red River on the southern edge of downtown Shreveport.

### 2.0 INTENT

- 2.1 The City of Shreveport, Louisiana (City), through its Department of Public Assembly & Recreation (SPAR), is accepting responses to this Request for Proposal (RFP) from firms experienced in managing restaurants, catered events, and marina operations and that are interested in providing management services for the Stoner Sport Marina located on the Red River on the southern edge of downtown Shreveport.
- 2.2 The purpose of this Request for Proposals ("RFP") is to provide a format for the evaluation of offers from concessionaires/restaurateurs who have the experience and qualifications necessary to meet the following objectives for managing a restaurant/concessions, and others such operations at the Shreveport Stoner Marina. The successful bidder will be the one who offers the most competitive bid with the best and most creative proposal for services to users of the Marina.

2.3 Firms responding to this RFP must be prepared to undertake, in the most efficient manner, all aspects of facility management, marketing and operations of the Municipal Auditorium. Respondents to this RFP shall be expected to meet or exceed the minimum qualifications set forth in this RFP. The intent of this RFP is to identify those facility management entities that are qualified and capable of operating and managing Municipal Auditorium and that are interested in providing management services for Municipal Auditorium on behalf of the City.

### 3.0 PROJECT BACKGROUND

3.1 Shreveport's Stoner Sports Marina, hereinafter the "Marina," was built in 2002 to provide concessions, convenient store items, and marine products to users of the Red River. The City has managed the facility since its opening in 2003. The Marina currently offers a full food menu, convenient store items, tackle, marine supplies, and gasoline for filling boats on the Red River. The Marina is currently zoned for low-content alcohol consumption, with the option to offer high content alcohol consumption pending approval of the zoning board. The City currently makes certain capital maintenance repairs and improvements. The City also provides all utilities with the exception of telephone and internet service.

3.2 The Marina will be leased with all existing equipment and in "as is" condition.

3.3 Historical operating information for the Marina, including gross revenue and other such information will be made available upon request.

### 4.0 TERM OF CONTRACT

4.1 Contract Term: Three years, approximately January 1, 2009 to December 31, 2012, unless terminated in accordance with the provisions listed herein. The City of Shreveport reserves the right to renew any resultant contract(s), if mutually agreeable with the consultant, for ten additional years in one year increments with price changes limited to "Price Changes" paragraph below, unless prices are requested for a longer period in this RFP.

### 5.0 PRICE CHANGES

5.1 Prices will be firm for the contract term as specified in paragraph 2 above. After the term of the contract, the Consultant may request price increases that are limited to the increase in the Consultant's actual documented cost of doing business or the appropriate CPI or PPI, whichever is lower. Written requests for price increases must be sent by Certified Mail-Return Receipt Requested. The City reserves the right to accept or reject the price increase within fifteen days after receipt of the request. Should the City reject the price increase, the City reserves the right to cancel the contract and award to the next best Offeror or to solicit new proposals. No increase will be effective until approved in writing by the Purchasing Agent. Any decrease in the cost of the contract items shall be forwarded to the Purchasing Office with immediate inception into the contract. Any decrease in pricing shall not be less than the appropriate CPI or PPI.

### 6.0 AWARDS

6.1 An award resulting from this request shall be awarded to the responsive and responsible Offeror whose proposal is determined to be most advantageous to the City, taking into consideration price and the evaluation factors set forth in the RFP; however, the right is reserved to reject any and all proposals received, to waive any informalities, and in all cases the City will be the sole judge as to whether an Offeror's proposal has or has not satisfactorily met the requirements of this RFP.

### 7.0 BOND REQUIREMENTS Performance bond of \$25,000.00

### 8.0 PURCHASE ORDER REQUIREMENT

8.1 The City of Shreveport shall not be responsible for invoices exceeding \$500 that do not have a written purchase order covering them.

### 9.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION

9.1 No such documents or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until the City Attorney's Office has approved their release. Commercial or financial information obtained in response to this RFP which is privileged and confidential will not be disclosed.

9.2 Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the Offeror supplying the information.

9.3 All Offerors, therefore, must visibly mark as "Confidential" each part of their proposal which they consider to contain proprietary information.

10.0 **PAYMENTS DUE THE CITY**

10.1 Section 26-211 of the City's Code of Ordinances requires the following:

10.1.1 On every contract to which the City is a party and for which written specifications are prepared, the specification shall include the requirement that before the contract is awarded the contractor shall pay all taxes, licenses, fees, and other charges which are outstanding and due to the City.

10.1.2 No contract to which the city is a party shall be awarded to any person who:

10.1.3 Has not paid all taxes, licenses, fees and other charges which are outstanding and due the city, or

10.1.4 Owns any property which is adjudicated to the city or which has demolition liens, grass cutting liens, or any other property standards liens on it, or

10.1.5 Owns more than 25% of a legal entity that owns any property which is adjudicated to the city or which has demolition liens, grass cutting liens, or any other property standards liens on it.

10.1.6 For purposes of this section, "Own" shall mean to be the last record owner of property prior to a tax sale or adjudication.

10.1.7 Bids/proposals will not be accepted from or contract awarded to any person, firm, or corporations which have at any time failed to execute a contract that has been awarded to them by the City, or which is in arrears to the City upon debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.

**PART III**

1.0 **SCOPE OF WORK**

1.1 The successful contractor will be required to provide the highest quality of food and beverage services available through an array of concepts and services that include, but are not limited to local and regional flavors. Provide customer appeal, facility management services and shall provide those services in accordance with the highest of professionalism, skill, and applicable trade practices and shall conform to all applicable codes and regulations. Responsibilities shall include:

1.1.1 Provide a high level of customer service with a balanced mix of variety and choice of food and beverage products, competitive pricing, friendly service that reflects positively on the community, and clean inviting facilities.

1.1.2 Provide and pay for all operations, including equipment and personnel that includes phone and internet; for restaurant operations, special events and rentals of the Marina.

1.1.3 Provide complete financial accounting for the facility in accordance with City standards each month to the City.

1.1.4 Provide and pay for all janitorial services to ensure proper cleaning of the facility, including but not limited to supplies and personnel.

1.1.5 Provide, pay for, and maintain a website for the facility that shall include up-to-date information, calendar, and other such information found on a restaurant or an event facility website.

1.1.6 Respond to user group related requests and trouble calls.

1.1.7 Identify and provide minor site, building or system maintenance and repair efforts using qualified contractors or trades persons in accordance with rules and regulations.

1.1.8 Identify and assist the City in providing major site, building or system repair or replacement efforts.

1.1.9 Maintain security and locking systems. Maintain and issue keys to City personnel as agreed and appropriate.

1.1.10 Provide a 24hr contact for trouble or security calls.

1.1.11 Maintain convenient hours at the facility that best serve the users of the Marina and the surrounding area.

1.1.12 Maintain professional contract for pest elimination services common in the restaurant business.

1.2 **EXPERIENCE**

1.2.1 The entity, or the individual firm, must have at least five consecutive years of current experience managing and operating concession facilities, restaurants, and such facilities:

1.2.1.1 Ability to undertake and complete projects in a timely manner;

- 1.2.1.2 Clear verbal and written communication skills;
- 1.2.1.3 Knowledgeable in current market trends and current laws and regulations governing food services and preparation.

#### PART IV- EVALUATION CRITERIA

RFP#: 09-800

Evaluator: \_\_\_\_\_ Title of RFP: \_\_\_\_\_

Phone #: \_\_\_\_\_

Date: \_\_\_\_\_ Company Name: \_\_\_\_\_

		POINT RANGE	POINTS ASSIGNED
1	Soundness of Offeror's approach to the problems and needs presented by the project, including Offeror's methodology for achieving specific tasks and objectives.	0-25	
2	Experience and capacity of Offeror, including recent and related experience.	0-25	
3	Qualifications of project personnel and Offeror's ability to commit a capable staff and support for a project of this size under the time constraints as listed in the RFP.	0-25	
4*	Creativity of revenue proposal and services offered.	0-20	
5	Offeror's commitment to meet Fair Share Requirements.	0-5	

**TOTAL POINTS: 100 Points**

## PART V

### 1.0 SUBMISSION REQUIREMENTS

- 1.1 To achieve a uniform review process and allow for adequate comparability, the proposals must be organized in the manner specified below:
  - 1.1.1 A table of Contents - clearly identify the material, by section and page number.
  - 1.1.2 A letter of Transmittal - limit to four printed pages.
  - 1.1.3 Briefly state your firm's understanding of the work to be done, and make positive commitment to perform the work.
  - 1.1.4 Identify your proposal's principal strengths **and verify that any computer equipment/component/software furnished will handle the processing of data for the current year and beyond.** See paragraph #12 of the GENERAL CONTRACT PROVISIONS.
  - 1.1.5 Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses, and telephone numbers.
  - 1.1.6 State whether or not your firm has been involved in any litigation and/or has been disqualified by any agency within the past five (5) years, because of your performance. Explain fully if your firm has been involved in any litigation and/or has been disqualified.
  - 1.1.7 Provide Offeror's commitment to meet the Fair Share Requirements.
  - 1.1.8 Indicate the number and dates of amendments that you have received.
- 1.2 Company Information
  - 1.2.1 Provide a profile of your organization and describe its legal structure, principal officers and organizational structure.
  - 1.2.2 Provide a copy of any organization profile, sales brochure or other documentary information pertaining to your organization.
  - 1.2.3 Provide resumes of key personnel and principals of the organization. Identify the extent to which each principal executive or staff member will be involved in the management of the Stoner Marina on a daily basis or in an advisory capacity.
  - 1.2.4 Provide a complete and detailed history of your organization's restaurant, concessions management experience for the last five years. Information provided should include a description of services provided, examples of successful operational strategies.
- 1.3 Operational Plan
  - 1.3.1 Management Plan - Provide an explanation of the overall philosophy on how you would manage and operate the Stoner Marina. This may include:
    - 1.3.1.1 An overview of the plan for transitioning from the existing management entity to your organization, including key steps, a timeline of critical milestones and a description of roles and responsibilities;
    - 1.3.1.2 A suggested management organizational chart for key management of the Stoner Marina, including positions at the corporate, if applicable, and local levels;
    - 1.3.1.3 Description of the reporting structure between facility management and your corporate offices and to the City;
    - 1.3.1.4 Description of the resident management personnel that could be assigned to the Stoner Marina;
  - 1.3.2 Marketing Plan – Provide an explanation of the overall philosophy you would use to market the Stoner Marina including:
    - 1.3.2.1 Provide an overview of marketing and promotional concepts that will further the goals of the Stoner Marina as a venue available to the users of the Red River and to the visitors and citizens of Shreveport.
    - 1.3.2.2 Describe your approach to scheduling, promoting, advertising and marketing events at the Stoner Marina.

- 1.4 Compensation Proposal
- 1.4.1 Please use the format of Exhibit A to provide an outline of a potential compensation proposal that your entity may be willing to enter into if selected as the Stoner Marina manager. The City is seeking creative compensation proposals. Any other supporting documentation should be included to further explain your compensation proposal.
- 1.5 Other information and materials which the Offeror wishes to submit in support of his proposal, qualification, etc.

## CITY OF SHREVEPORT

### Section 40-Fair Share Requirements (Revised 9-12-08)

Applies to IFB, RFP, and RFQ Documents except when a City Direct Commodity Purchase or for the Airport.

#### 1.0 DEFINITIONS

- 1.1 **Bid**-shall mean bid for IFBs, proposal for RFPs, and quote for RFQs.
- 1.2 **Contractor**-shall mean prime contractor for IFBs, RFPs, and RFQs. For RFSSs, **Contractor** shall mean Prime Consultant.
- 1.3 **Offeror**-shall mean a person who submits an RFP.
- 1.4 **Subcontractor**-shall mean subcontractor for IFBs, and RFQs. For RFSSs, Subcontractor shall mean Sub consultant.
- 1.5 **FSC**-is Fair Share Certified (specific to City-Funded Projects and included in the Fair Share computation). **Fair Share Certification applications may be obtained as follows:**
- 1.6 Contact Karen Barnes, Management Assistant... 318-673-5060
- 1.6.1 Fair Share Office
- 1.6.2 505 Travis Street, Suite 260
- 1.6.3 Shreveport, LA 71101
- 1.6.4 FSC Application Affidavits maybe downloaded at::  
[http://www.shreveportla.gov/fair\\_share/pdf/Fairshare\\_download.pdf](http://www.shreveportla.gov/fair_share/pdf/Fairshare_download.pdf)
- 1.7 **DBE-is** Disadvantaged Business Enterprise (specific to Federally-funded Projects - generally FAA, DOTD or FTA projects).
- 1.8 **S/DBE-is** Small Disadvantaged Business Enterprise (again, specific to Federally-Funded Projects - a group that is defined by the Government as "presumptively disadvantaged" by provisions of CFR 49). **DBE applications may be obtained as follows:** <http://www8.dotd.louisiana.gov/UCP/UCPdownloads.aspx>
- 1.9 MBE-is Minority Business Enterprise. The designation of MBE is obtained through the submission of a Vendor's Application that can be obtained through the Purchasing Office. Vendor Applications may be downloaded at: <http://www.shreveportla.gov/bid/section800.htm>

#### 2.0 PURPOSE OF THE PROGRAM

- 2.1 The City of Shreveport has implemented this program to ensure that their **construction and service** contracts provide employment and growth opportunities for small disadvantaged businesses.
- 2.2 Therefore, when the goal has not been met, prime contractors are required to submit proof showing that good faith efforts have been made to contract with FSC, S/DBE or DBE subcontractors.
- 2.3 All efforts must be documented.
- 2.4 **Direct commodity purchases made by the City are exempt from the program.**

#### 3.0 FAIR SHARE CONTRACT CLAUSES

- 3.1 The following Fair Share Contract Clauses and Good Faith Effort Requirements are only a small part of the Fair Share Program.
- 3.1.1 The Fair Share Program full text and forms that will be needed are posted in the Purchasing Office, or available upon request, or available on our web site at [www.shreveportla.gov](http://www.shreveportla.gov), and are incorporated by reference in all solicitation documents with the same force and effect as if set forth in full text.
- 3.1.2 ANY DEVIATIONS FROM THE FAIR SHARE REQUIREMENTS LISTED HEREIN MUST BE CLEARLY IDENTIFIED WITH EACH SOLICITATION RESPONSE.
- 3.1.3 PLEASE CALL THE FAIR SHARE OFFICE AT (318) 673-5060 OR THE PURCHASING DIVISION AT (318) 673-5450 IF YOU HAVE ANY QUESTIONS.
- 3.2 Prompt Payment Clause

- 3.2.1 The City of Shreveport will, after acceptance of goods or services and the receipt of a proper invoice from the contractor, process request for payment, said payment to be paid within thirty (30) days.
- 3.2.2 Prime contractors shall then be required to ensure payment is made to any designated small or disadvantaged business (subcontractors), within fifteen (15) **business** days of receipt of payment to the prime contractor from the City.
- 3.2.3 Upon satisfactory completion of a contract, the City and/or prime contractor will ensure that any retainage payments are returned within thirty (30) **business** days.
- 3.2.4 Failure to comply with the terms of this requirement may be grounds for termination of the contract by the City.
- 3.3 **Affirmative Action Clause**
- 3.3.1 The contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.
- 3.3.2 The contractor shall carry out applicable requirements of the appropriate funding guidelines for each contract. Failure by the contractor to carry out these requirements is a material breach of the contract which may result in the termination of this contract or such other remedy as the City deems appropriate.
- 3.4 **Participation of Small Disadvantaged Business Concerns**
- 3.4.1 It is the policy of the City of Shreveport that all **prime contractors and service providers** utilize qualifying small disadvantaged business concerns.
- 3.4.2 The City has set a goal of 25% for participation of these said business concerns in all City-let contracts and/or purchases.
- 3.4.3 Specific goals are set on federally funded contracts as determined by the regulating federal agency and language to that effect shall be included in those contracts.
- 3.4.4 Failure by a contractor or service provider to include these designated businesses could constitute breach of contract and result in remedial action.
- 3.4.4.1 Assurance of utilization of FSC, S/DBE, and DBE subcontractors is given through FSC FORM 4, Letter of Intent.
- 3.5 **Subcontractor Payment Certification**
- 3.5.1 Every contract by the City for the performance of work will contain a provision requiring the prime contractor to certify in writing that all subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) by the prime contractor prior to receipt of any further progress payments.
- 3.5.2 In the event a contractor is unable to pay subcontractors or suppliers until it has received a progress payment from the City, the prime contractor shall pay all subcontractors or suppliers funds due, from said progress payments within forty-eight hours of receipt of payment from the City.
- 3.5.3 During the contract and upon completion of the contract, the City may request documentation to certify payments to subcontractors or suppliers. This provision in no way creates any contractual relationship between any subcontractor and the City or any liability on the City for the contractor's failure to make timely payment to the subcontractor.
- 3.6 Fair Share Certified (FSC), S/DBE or DBE PARTICIPATION-GOOD FAITH EFFORT REQUIREMENTS
- 3.7 PRE-BID EFFORTS REQUIRED REGARDING S/DBEs or DBEs
- 3.8 Bidders are **required** to contact, and make good faith efforts to contract with City and Louisiana Unified Certification Program (LAUCP) Certified FSC, S/DBE or DBE firms for each division of work identified in these documents which will be performed by a subcontractor.
- 3.9 A list of FSC, S/DBE or DBE contractors specializing in the divisions of work identified for subcontracting on this project can be found at the following Web Sites...City Projects: <http://www.shreveportla.gov/Forms/Fairshare/index.asp> Federal Projects: <http://www8.dotd.louisiana.gov/ucp/>

- 3.10 These requirements are contractual obligations and are included in all contracts.
- 3.11 Failure to comply may result in a finding of breach of the contract, disqualification of the bidder to bid on future contracts, or a claim for damages.
- 3.12 Who to contact
- 3.12.1 For each division of work identified in these documents that will be performed by a subcontractor, Bidders must contact:
- 3.12.2 Every FSC, S/DBE or DBE firm that attended the pre-bid meeting (if one was held) which specializes in a division of work that will be subcontracted, and
- 3.12.3 In addition to the above, a minimum of five (5) other FSC, S/DBE or DBE firms.
- 3.12.4 If there are less than 5 firms listed for a particular division of work, all of the subcontractors in that division must be contacted.
- 3.13 When to contact
- 3.13.1 All Bidders must provide project information to FSC, S/DBE, or DBE firms in sufficient time to permit the firm to have an equal opportunity to compete for work that the successful bidder will subcontract together with the date and time that subcontractor's bids are due.
- 3.13.2 The first documented contact with each FSC, S/DBE, or DBE firm must be at least seven (7) working days before bid opening.
- 3.14 How to contact
- 3.14.1 First contact: Bidders shall contact FSC, S/DBE or DBE subcontractors by letter or fax to advise them of potential subcontracting opportunities.
- 3.14.2 Follow-up: Bidders shall follow up with telephone calls to each FSC, S/DBE, or DBE firm contacted to determine if a bid will be submitted or if further information is required.
- 3.14.3 A firm need not be contacted if that firm responds to the first contact with a statement that the firm will not bid on this project.
- 3.15 What information must be provided
- 3.15.1 **The apparent lowest construction/service provider bidder shall be required to complete/submit Fair Share Forms 1 through 4 within 72 hours after notification. If additional information is needed, it must be turned in within 24 hours or the bid will be declared as non-responsive when additional time is not approved by the Fair Share office.**
- 4.0 **ADDITION/REPLACEMENT OF SUBCONTRACTORS AFTER SUBMISSION**
- 4.1.1 The successful bidder will not be permitted to add or replace a subcontractor without the consent of the DBE Compliance Manager and/or the Fair Share Office and the Originating Department.
- 4.1.2 If any subcontractor is added or replaced after the contract award, the contractor shall make good faith efforts to contract with another FSC, S/DBE, or DBE for the work to be performed by that subcontractor.
- 4.1.3 Documentation of these efforts is required, and must be submitted to the Purchasing Agent and the Fair Share Office **on FSC FORM 2.**
- 5.0 **DOCUMENTATION OF GOOD FAITH EFFORTS**
- 5.1 **FAIR SHARE DOCUMENTS TO BE SUBMITTED BY THE APPARENT LOWEST CONSTRUCTION/SERVICE PROVIDER BIDDER.**
- 5.1.1 **COMPLIANCE AGREEMENT-FSC FORM 1. Submit completed FSC FORM 1.**
- 5.1.2 **UTILIZATION/CONTRACT TRACKING-FSC FORM 2. Submit FSC FORM 2 showing all subcontractors/all sub-subcontractors to be used on this contract and use for any changes also. **Note:** Construction Bidders, including 100% Fair Share/DBE, must turn in this form showing all subcontractors to be used on this contract.**
- 5.1.3 **PROJECT CONTACT SHEET-FSC FORM 3. Submit FSC FORM 3 showing a completed log of contacts with FSC, S/DBE, or DBE firms.**

- 5.1.4 **LETTER OF INTENT-FSC FORM 4.** Submit a signed **FSC FORM 4**, Letter of Intent indicating FSC, S/DBE and DBE Subcontractors and Sub-Subcontractors along with the scope of work to be performed and price/cost of goods or services to be performed by the Subcontractor. There must be a separate Letter of Intent for each FSC, S/DBE or DBE Subcontractor or Sub-subcontractor. **This letter of Intent must be submitted within 72 hours of the bidder being designated as “the apparent lowest construction/service provider bidder”, or his/her bid will be declared non-responsive.**
- 5.1.5 Failure to submit these documents shall make a bid non-responsive and the apparent lowest bidder ineligible to receive an award of the contract.
- 5.1.6 The Purchasing Agent and/or the DBE Compliance Manager and/or the Fair Share Office shall have the right to seek clarification to assure good faith effort compliance.
- 6.0 **DOCUMENTS TO BE SUBMITTED AFTER CONTRACT AWARD.**
- 6.1.1 **MONTHLY SUBCONTRACTOR PAYMENT UTILIZATION REPORT-FSC FORM 5:** All subcontractors (including FSC, S/DBE, or DBE firms) and second tier subcontractors shall be reported on the **FSC FORM 5** as well as contract amounts and payments.
- 6.1.2 **Copy of letter or fax sent to FSC, S/DBE, or DBE firms:** *When requested, provide one copy of the letter or fax sent to FSC, S/DBE or DBE firms to solicit bids for this project. If more than one form of letter or fax was sent, submit a copy of each form sent.*
- 6.2 **Optional Good Faith Efforts**
- 6.2.1 Contractors should consider efforts such as:
- 6.2.2 Did the contractor advertise in general circulation, trade association, and small disadvantaged-focus media concerning subcontracting opportunities?
- 6.2.3 Did the contractor provide written notice to a reasonable number of specific FSC, S/DBEs, or DBEs that interest in the contract was being solicited, in sufficient time to allow the FSCs, S/DBEs, or DBEs to participate effectively? (NOTE: It is recommended that certified mail be used to provide documentation).
- 6.2.4 Did the contractor follow up initial solicitations of interest by contacting FSC, S/DBEs or DBEs to determine certainty whether the FSCs, S/DBEs or DBEs were interested?
- 6.2.5 Did the contractor select portions of the work to be performed by FSCs, S/DBEs, or DBEs, including, where appropriate, breaking down contracts into economically feasible units to facilitate participation?
- 6.2.6 Did the contractor provide interested FSCs, S/DBEs, or DBEs with adequate information about the plans, specifications, and requirements of the contract?
- 6.2.7 Did the contractor negotiate in good faith with interested FSCs, S/DBEs, or DBEs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities?
- 6.2.8 Did the contractor make efforts to assist interested FSCs, S/DBEs, or DBEs in obtaining bonding, lines of credit, or insurance required by the recipient or contractor?
- 6.2.9 Did the contractor effectively utilize the services of available community organizations; contractors' groups; local, state, and federal business assistance offices; and other organizations that provide assistance in the recruitment and placement of FSCs, S/DBEs, or DBEs?
-

**APPENDIX 2-AFFIDAVIT ATTESTING THAT CONTRACTOR, LEGAL ENTITIES OF  
CONTRACTOR DO NOT OWN ADJUDICATED OR LIEN PROPERTY**

BEFORE ME, the undersigned Notary Public duly qualified and commissioned, came and appeared \_\_\_\_\_, authorized \_\_\_\_\_ representative of \_\_\_\_\_ with a Federal I.D. Number of: \_\_\_\_\_ who does hereby state as follows, to-wit:

- 1.0 Contractor does not own any property which is adjudicated to the City of Shreveport or which has demolition liens, grass cutting liens, or any other property standards liens on it. For purposes of this subsection, the term "Own" shall mean to be the last record owner of the property prior to a tax sale or adjudication.
- 2.0 Contractor does not own more than 25% of a legal entity that owns any property which is adjudicated to the City or which has demolition liens, grass cutting liens, or any other property standards liens on it.
- 3.0 Contractor has paid all taxes, licenses, fees, and other charges which are outstanding and due to the City.
- 4.0 Contractor will provide written notification to the City's Purchasing Agent not later than the next work day after any of the above statements becomes invalid.
- 5.0 This affidavit shall expire one year from the date shown below unless renewed by the contractor.

THUS DONE AND PASSED before me, Notary, on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

NOTARY PUBLIC: \_\_\_\_\_ Seal: \_\_\_\_\_  
Signature

IDENTIFICATION NUMBER: \_\_\_\_\_

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Note: The notary identification number is required. The City of Shreveport also requires an original seal.

This affidavit is required to document compliance with **City Ordinance 26-211**. If you have any questions, please call Mary Fuller at 318/673-5458 or call 318/673-5450. Please mail original affidavit with notary seal to: Purchasing Affidavit, P.O. Box 31109, Shreveport, LA 71130. Do not submit with your bid. **We will not be allowed to issue your firm a purchase order or payment until a properly executed original affidavit is returned.**

Revised 11-11-08

Revenue sharing \_\_\_\_\_

\_\_\_\_\_

Supporting documentation – Describe in detail. Show anticipated gross sales for three years. \_\_\_\_\_

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## COMPENSATION PROPOSAL CONTINUED

## EXHIBIT A

### OFFEROR'S CERTIFICATIONS

HAS A FEDERAL AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY GRANT OR CONTRACT WITHIN ANY GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS?

YES \_\_\_\_\_ NO \_\_\_\_\_ (IF "YES" GIVE NAME, ADDRESS, AND TELEPHONE NUMBER OF REVIEWING OFFICE.)

- 1.0 In compliance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees:
- 1.1 This proposal, as stated, is open for acceptance for a period of 120 calendar days from date of opening; and
- 1.2 To furnish all services, materials, and equipment necessary and incidental to perform the proposed project;
- 1.3 That this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.
- 1.4 Acting on behalf of the Offeror, this is to attest that the undersigned is a duly authorized representative of the above captioned firm, corporation or business.
- 1.5 By signing this document, the Offeror understands and agrees that the identity of any Offeror or the contents of any proposal will not be public information until after the contract award is made.
- 1.6 If awarded a contract/purchase order, my company understands and agrees to provide the sub consultant information as listed in **GENERAL CONTRACT PROVISIONS**, paragraph 16, SUBCONTRACTOR TRACKING. **I hereby certify that sub consultant(s) \_\_\_\_\_ (would/would not) be used.**
- 1.7 In accordance with the Fair Share Requirements of this RFP, the Offeror assures the City that he or she will meet or exceed the Fair Share Goal, or if cannot meet the required goal, the Offeror will assure the City that he or she will document good faith efforts made toward meeting the goal requirement in accordance with the fair share requirements. Fair share goal for this project is 25%.

\_\_\_\_\_  
Signature Offeror's Representative  
authorized to enter into contract with  
the City of Shreveport

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature (typed/printed)

\_\_\_\_\_  
State Contractor's License Number

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Emergency Number(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Offeror's Federal Employer I.D. Number

FROM: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*License # \_\_\_\_\_

\*State Contractor's License Number for Construction  
Projects or Insert "EXEMPTION", IF NOT REQUIRED.

PLEASE RUSH TO:

**CITY OF SHREVEPORT  
OFFICE OF THE PURCHASING AGENT  
505 Travis Street, Suite 610, 71101-3042  
P.O. BOX 31109  
SHREVEPORT, LOUISIANA 71130-1109**

SEALED PROPOSAL FOR:

RFP Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

Opening Date/Time: \_\_\_\_\_

Attention: Use this format when responding to all RFP solicitations on the outside of your container.  
We do not accept faxed responses for formal solicitations! Revised 10-15-08

EXHIBIT B

## 1.0 INSURANCE REQUIREMENTS

## EXHIBIT C

- 1.1 The Contractor shall at its own expense provide and maintain certain insurance in full force and effect at all times during the term of this Agreement and any extensions thereto. Such insurance, at a minimum, must include the following coverage's and limits of liability:
- 1.1.1 Commercial General Liability Insurance in an amount not less than a combined single limit of \$500,000 per occurrence or \$500,000 aggregate. **This policy should be endorsed to name the City as an additional insured.**
- 1.1.2 Comprehensive Auto Liability Insurance, including hired, rented or non-owned automobiles, in an amount not less than \$100,000 Per Person and/or \$300,000 per occurrence or a combined single limit of \$300,000 per occurrence. **This policy should be endorsed to name the City as an additional insured.**
- 1.1.3 Workers' Compensation Insurance as required by the laws of the State of Louisiana and Employer's Liability Insurance in a minimum amount of \$1,000,000. This policy shall contain an Other States Coverage Endorsement. The certificate of insurance required herein, must have the following statement shown in the remark section: This policy for workers' compensation protects all members of the insured organization, including an employer, a sole proprietor, a partner or bona fide officer of the insured organization, and all employees.
- 1.2 All coverage provided herein shall be effective under insurance policies issued by solvent insurance carriers qualified to do business in the State of Louisiana and having an A.M. Best Company rating of **B+VII** or better. This rating requirement is waived on workers compensation only. The City reserves the right to inspect any and all insurance policies required pursuant to this Agreement, prior to commencement of the services specified in the Agreement and anytime thereafter.
- 1.3 Proof that such insurance coverage exists shall be furnished to the City by means of a Certificate of Insurance form provided by the City before any part of the service specified by this Agreement are commenced. The said Certificate shall name the City as an additional insured as indicated herein and include a provision that in case of cancellation or any material change in the coverage stated above the City shall be notified thirty (30) days prior to any such change or cancellation. Said provision shall include cancellation for non-payment of premium. The Contractor shall be liable for its subcontractors' insurance coverage of the types and in the amounts stated above, and shall furnish the City with copies of such Certificates of Insurance.
- 1.4 The Contractor and all of its insurers shall, in regard to the above stated insurance, waive all right of recovery or subrogation against the City, its officers, agents or employees and its insurance companies.
- 1.5 The Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 and those of all applicable State Acts, Laws or Regulations during the conduct of the Contractor's performance of the Agreement. The Contractor shall indemnify the City for fines, penalties and corrective measures that result from the acts of commission or omission of the Contractor, its subcontractors, if any, agents, employees and assigns and their failure to comply with such safety rules and regulations.
- 1.6 The City will give the Contractor prompt notice in writing if the institution of any suit or proceeding and permit the Contractor to defend same, and will give all needed information, assistance, and authority to enable the Contractor to do so. The Contractor shall similarly give the City immediate notice of any suit or action filed or prompt notice of any claim arising out of the performance of the Contract. The Contractor shall furnish immediately to the City copies of all pertinent papers received by the Contractor.
- 1.7 If any part of the services specified by this agreement is sublet, similar insurance shall be provided by or on behalf of the subcontractor to cover their operations, and evidence of such insurance, satisfactory to the City, shall be furnished to the City by the Contractor.
- 1.8 BEFORE A CONTRACT WITH THE CITY IS SIGNED BY THE MAYOR OR THE PURCHASING AGENT, YOUR INSURANCE AGENT MUST VERIFY THE CORRECT COVERAGE ON THE ATTACHED INSURANCE CERTIFICATE. Revised -9/19/07